

## COUNTY ARTS IN PUBLIC BUILDINGS AGREEMENT

The County of San Diego, herein referred to as "COUNTY", and \_\_\_\_\_ herein referred to as "PERMITTEE", agree to the following terms and conditions governing the use by Permittee of the County Administration Center (CAC) hereinafter described for the purpose of public display of artwork.

### LOCATION AND TIME:

Permittee is authorized to display artwork in the form of wall-hung art in the CAC during the time period stated herein:

\_\_\_\_\_.

Permittee understands that this display will be available for public viewing only during regular business hours, and will not be available at any other time.

The Clerk of the Board's designee, in conjunction with the Board of Supervisors, shall have the authority to extend or shorten the length of the display dependent on prior commitments for the facility.

The Clerk of the Board's designee shall have the authority to review the intended display, and request deletion of artworks that are, in her/his determination, inconsistent with accepted criteria of artwork for public display in County facilities.

Notwithstanding all of the foregoing, if the location for display should become unavailable for use in the dates and times set, the Clerk of the Board's designee may unilaterally cancel this agreement without incurring any liability to the Permittee.

### RESTRICTIONS:

In the display of art pieces, the Permittee shall not impede the flow of traffic within the building, nor restrict public access to County offices within the area of the display. Permittee shall not display art pieces in a manner which is inconsistent with the fire codes or building safety regulations.

### HOLD HARMLESS CLAUSE:

Permittee shall hold the County harmless from any and all claims and damages which may arise as a result of any display by the Permittee under this Agreement.

**PLACEMENT OF DISPLAY:**

The County, through the Clerk of the Board's designee, will supervise the Permittee in placement and hanging of art displays.

**MAINTENANCE AND REMOVAL OF DISPLAY:**

Permittee agrees to claim any section of the display that does not remain in place during the time period set for the display within two days of notification from the Clerk of the Board's designee.

Permittee agrees to remove the display at the end of the agreed time period at no cost to the County. If the Permittee is unable to remove the display on the date specified, arrangements for later removal must be authorized by the Clerk of the Board's designee at least 48 hours in advance of the original removal date.

Permittee shall not store or allow to remain in County facilities any display items or equipment whatsoever.

**COMPLIANCE WITH TERMS AND CONDITIONS:**

In the event the Permittee does not comply with one or more of the terms and conditions stated herein as determined by the Clerk of the Board's designee, this Agreement shall be null and void, and upon notification, Permittee agrees to cease immediately all displays within the CAC and remove them immediately.

**EFFECTIVE DATE:**

This Agreement will be effective from \_\_\_\_\_ through \_\_\_\_\_, and will terminate unless otherwise extended, cancelled, or revoked as set out herein.

**ASSIGNMENT:**

It is understood and agreed that this Agreement is personal, revocable, and unassignable permission to Permittee to display in the CAC as agreed herein, without reserving or granting the Permittee any interest in County property.

**EQUAL RIGHTS:**

Permittee agrees that s/he shall not make any discrimination, distinction, or restriction on account of color, race, religion, ancestry or national origin contrary to the provisions of Section 51 of the Civil Code of the State of California, which is incorporated herein by reference. Upon final determination by a court of competent jurisdiction that the Permittee has violated said statutory provisions, this Agreement shall be deemed forfeited.

**CANCELLATION:**

The County reserves within its absolute discretion the right to cancel this Agreement without incurring any liability to the Permittee whatsoever.

**IN WITNESS WHEREOF**, the Art Halls/Art Walls Clerk of the Board's designee has caused this agreement to be executed on\_\_\_\_\_.

The undersigned, by her/his signature as agent of the Permittee, certifies that s/he is authorized to and does hereby commit Permittee to the terms and conditions of this agreement.

---

Permittee

Title